

## BILL OF SALE

**FOR GOOD AND VALUABLE CONSIDERATION**, the sufficiency of which is hereby acknowledged, the undersigned **Circuit City Stores, Inc.**, on behalf of itself and its debtor in possession subsidiaries (collectively, "Seller"), hereby sells, assigns, conveys and transfers unto **Graphic Communications Inc.** ("Buyer") all right, title and interest in and to the paper set forth on Exhibit A (the "Purchased Assets").

The purchase price for the Purchased Assets shall be nine hundred thousand dollars (\$900,000.00) (the "Purchase Price"), which shall be paid in cash or other immediately available funds on the date hereof and shall be subject to setoff in the maximum amount of \$232,552.39 (the "Payable"), but shall not be subject to any other setoff, offset, recoupment, other defenses or remedies.

The Buyer shall be responsible for all costs and expenses associated with taking possession, removing and transporting the Purchased Assets. The Buyer agrees to use all commercially reasonable efforts to remove the Purchased Assets from the locations set forth on Exhibit A by the end of the day on [ ], 2009, but in no event later than [ ], 2009.

SELLER MAKES, AND HEREBY DISCLAIMS, ANY EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER CONCERNING THE PURCHASED ASSETS, EXCEPT AS TO TITLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS REGARDING THE CONDITION AND/OR QUALITY OF ANY OR ALL OF THE PURCHASED ASSETS AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT BUYER ACCEPTS THE PURCHASED ASSETS "AS IS" AND "WHERE IS."

Pursuant to the Order Granting Debtors' Motion for Order Under 11 U.S.C. §§ 105 and 363 Approving Procedures to Sell Certain Miscellaneous Assets Free and Clear of all Interests Without Further Order of Court, upon payment of the Purchase Price (less the Payable) to the Seller, the Seller's right, title, and interest in the Purchased Assets sold shall be transferred to and vest with the Buyer free and clear of all interests, including liens, claim and encumbrances ("Interests"), with all such Interests to attach to the cash proceeds of the sale in the order of their priority, with the same validity, force, and effect which they had as against the Purchased Assets immediately before such transfer, subject to any claims and defenses the Seller may possess with respect thereto.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the [ ]th day of April, 2009.

SELLER:

**CIRCUIT CITY STORES, INC.**, a  
Virginia corporation, on behalf of itself  
and its debtor and debtor in possession  
subsidiaries

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

**GRAPHIC COMMUNICATIONS INC.**a  
Calinfornia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A